

Louisiana Believes

Supplemental Course Academy Counselors Assistance Center Request for Proposals (RFP)

**John White
State Superintendent of Education**

May 6, 2014

State Board of Elementary and Secondary Education

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TABLE OF CONTENTS

Section 1: General Information: Purpose, Background, Scope of Services.	4
Section 2: Administrative Information: RFP Application Process.	5
Section 3: Proposal Information: Required Proposal Components, Required Proposal Format	7
Section 4: Response Instructions: Proposal Eligibility Standards, Proposal Evaluation Criteria.	11
Section 5: Evaluation and Selection	13
Section 6: Contract Requirements.	16
Attachments:	
I. Scope of Services	18
II. Proposal Information	20
III. Certification Statement.	22
IV. Contract Sample	23
V. Appendix.	30
Legislation and Bulletins	
Related Information	
Information Regarding Serving All Students	

1.0. GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued on behalf of the State of Louisiana (herein referred to as the State) by the Louisiana Department of Education, Office of Content for the purpose of expanding the staff of the Louisiana *Counselors Assistance Center* (CAC). The center assists Louisiana school staff, families and students in choosing from a diverse mix of online, hybrid and face-to-face college-preparatory and career and industry courses offered through Louisiana's Supplemental Course Academy.

Individuals, consortia, or businesses possessing skills outlined in Attachment 1 may submit proposals. Multiple awards are anticipated.

1.2 Background

The Louisiana Supplemental Course Academy (SCA), originally operating as [Course Choice](#), was created as a result of [Act 2, HB 976](#) of the 2012 Regular Session of the Louisiana Legislature and operates according to [Bulletin 132](#), adopted by BESE in December 2012. Act 2 and Bulletin 132 address eligibility of all students, including students with disabilities who request enrollment in Supplemental Course Academy coursework. Refer to Attachment 5 for details.

The goal of the Supplemental Course Academy is to provide high-quality educational options to students in both rural and urban areas of the state that currently do not have access to the classes they need to prepare for college or a career. Courses meet both the academic and career needs of Louisiana students. The courses are identified based on feedback from educators, families, industry leaders, and regional economic development experts. Courses must meet one or more of the following goals:

- give students and their parents/caregivers unprecedented choice in developing personal educational pathways;
- provide innovative career and technical education courses, internships and apprenticeships that will prepare students for the types of jobs Louisiana needs filled by Louisiana graduates in order for the state to prosper;
- motivate students to graduate high school on time or early, many with college credits to prepare them for post-secondary academic and career success; and
- help students who are behind their class level catch up and graduate on time.

A need for district and public assistance with programming, registration system, and course selection was recognized. The *Counselors Assistance Center* was established to coincide with the spring, 2013 registration. Louisiana school counselors, trained in the new online program, assist the needs of schools, families, and students seeking enrollment in BESE-approved coursework. Counselors also assist the LDE in gathering/confirming essential information on student enrollment, engagement and daily operation. The Counselors Assistance Center has

logged over 3,000 hours assisting schools, families, and LDE since its inception on March 1, 2013.

It is anticipated that as the Supplemental Course Academy expands, the number of counselors and scope of the CAC will expand similarly. The RFP seeks staff who are experienced in meeting the scope of services (Attachment I), depth of knowledge, application of training, and possession of professional counseling skills to assist with inquiries and assignments related to the Supplemental Course Academy. Additionally, all work is done remotely and requires (a) computer(s) and office suite software specified by LDE, Internet accessibility and a separate business phone number.

1.3 Scope of Services

Attachment I detail the scope of services and deliverables or desired results that the State requires of the Contractor.

2.0 ADMINISTRATIVE INFORMATION

2.1 Expected Time Period for Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about July 1, 2014 and to continue through June 30, 2017, contingent upon successful annual evaluation.

2.2 RFP Coordinator

Requests for copies of the RFP and written questions must be directed to the RFP Coordinator listed below.

Toni Gordon, Procurement Director

Louisiana Department of Education
Office of Management and Finance
P. O. Box 94064
Baton Rouge, LA 70804-9064
Fax: (225) 342-1385
Phone: (225) 342-3828
E-mail: Toni.Gordon@la.gov

This RFP is available in electronic form at:

<http://wwwprdl.doe.louisiana.gov/osp/lapac/pubmain.cfm>

In PDF or (Word/ WordPerfect) format or in printed form by submitting a written request to the RFP Coordinator.

2.3 Proposer Inquiries

The State will consider written proposer inquiries regarding RFP requirements or Scope of Services from potential proposers before the date specified in the Calendar of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above electronic address or via fax at 225 342-1385 by 3:00 p.m. CST on the date specified in the Calendar of Events. Any and all questions directed to the RFP Coordinator will be deemed to require an official response. Official responses to each of the questions presented by the proposers will be posted by date specified in the calendar of events at <http://wwwprdl.doa.louisiana.gov/osp/lapac/pubmain.cfm>.

Only Toni Gordon has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

2.4 Pre-proposal Conference

An informational pre-proposal webinar will be held April 1, 2014 at 4:00 p.m. (CST) and repeated on April 3, 2014 at 4:00 p.m. (CST); click here: <https://connect4.uc.att.com/stateoflouisiana/meet/?ExEventID=81136444&CT=W> for the webinar link/information which will also be posted on the RFP advertisement (see Calendar of Events 2.5). When prompted, enter the meeting access code 1136444#. The purpose of the webinar is for proposers to obtain clarification of the requirements of the RFP and to receive answers to relevant questions.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the state will be stated in writing in response to written questions. Therefore, proposers should submit all questions in writing even if an answer has already been given to an oral question. After the conference, questions will be researched and the official response distributed in writing and/or posted on the Internet.

2.5 Calendar of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	March 26, 2014
Informational Webinar	April 1, 2014 & April 3, 2014
Deadline for receiving proposer inquiries	April 9, 2014
Issue responses to proposer inquiries	April 23, 2014
Proposal submission deadline	May 6, 2014
Virtual Presentation/Interview	May 13, 14, & 15, 2014

Announce Award of "Successful Proposer"

June 1, 2014

Contract execution

June 15, 2014

NOTE: The State of Louisiana reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.

2.6 Definitions

Term

Mandatory Requirements

Permissible Action

Definition

The terms "shall", "will", and "must" denote mandatory requirements.

The terms "should", "can" and "may" denote an advisory or allowable action.

3.0 PROPOSAL INFORMATION

3.1 Proposal Response Location

Proposers who are interested in providing consulting services under this RFP should submit a proposal containing the information specified in Section 4.0. The fully completed proposal with original signatures by an authorized representative must be received in hard copy (printed) version by the RFP Coordinator designated above by the deadline date specified in the Calendar of Events. Fax or e-mail submissions are not acceptable.

It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not so delivered, will not be considered for purposes of this RFP.

3.2 Qualifications of Proposer

Proposers to this RFP must meet the following minimum qualifications:

- Monitor Counselor Assistance Center (CAC) counselors' activities to assure the Supplemental Course Academy goals are met.
- Possess knowledge of Act 2, current bulletins/policy of Louisiana Schools (Bulletin 132, 741, 1706, etc.) governing or impacting the Louisiana Supplemental Course Academy program.
- Keep abreast of current Advanced Placement, Dual Enrollment, Industry-Based Certification, LOSFA and TOPS information. (See Attachment V).
- Possess skills to conduct business related to the Supplemental Course Academy in a professional and confidential manner
- Provide counseling staff who:

- Possess experience as a school counselor; middle or high school experience preferred.
 - Possess a working knowledge of resources listed in Attachment V, Appendix.
 - Work accurately and efficiently in researching and reporting incidences and meet deadlines assigned for incident resolution.
 - Work hours during typical school hours/days with minimal evening hours.
 - Have a flexible schedule to address peak operational months throughout the year.
- Possess skills to conduct business related to the Supplemental Course Academy in a professional and confidential manner.
 - Possess basic Office and Excel MS or MAC skills.

3.3 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The State must find that the proposer:

- ✓ Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance.
- ✓ Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them.
- ✓ Is able to comply with the proposed or required time of delivery or performance schedule.
- ✓ Has a satisfactory record of integrity, judgment, and performance.
- ✓ Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the state to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

3.3.1 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.4 RFP Addenda

State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is the responsibility of the proposer to check the website for addenda to the RFP, if any. (*NOTE: if addenda are posted to agency or other website, agency is responsible for adding the applicable information in this section.*)

3.5 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

3.6 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

3.7 Withdrawal and Re-submission of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

3.8 Subcontracting Information

The State shall have a single prime contractor per award as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables referenced in the RFP or proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements; however they should acknowledge in their proposal total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP is also required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of the State.

3.9 Ownership of Proposal

All materials submitted in response to this request become the property of the State. Selection or rejection of a proposal does not affect this right.

3.10 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.11 Cost of Preparing Proposals

The State is not liable for any costs incurred by prospective proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

3.12 Errors and Omissions in Proposal

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to errors identified in proposals by State or the Proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

3.13 Contract Award and Execution

The State reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received. The State reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.

The selected proposer will be expected to enter into a contract which is substantially the same as the sample contract included in Attachment IV. In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer.

If the contract negotiation period exceeds 15 business days or if the selected Proposer fails to sign the final contract within 10 business days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.14 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

3.15 *Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation*

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LA Vet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S 39:2171 *et. Seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. Seq.*) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

4.0 RESPONSE INSTRUCTIONS

4.1 *Proposal Submission*

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before **2:00 p.m. Central Daylight Time** on the date specified in the Calendar of Events. **FAX or e-mail submissions are not acceptable.** Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Toni Gordon, Procurement Director
Louisiana Department of Education
Office of Management and Finance
P. O. Box 94064
Baton Rouge, LA 70804-9064

For courier delivery or by hand delivery, the street address is:

Department of Education, Purchasing and Contracts Section
1201 N. Third Street, 5th Floor, Room 5-242
Baton Rouge, LA 70802
Telephone number: 225-342-4955

Proposers should be aware of security requirements for the Claiborne Building and allow time for security measures.

Proposers are solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Department of Education is not responsible for any delays caused by the proposer's chosen means of delivery. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

Proposers are hereby advised that the U.S. Postal Service does not make deliveries to our physical location.

It is solely the responsibility of each Proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

4.3 Proposal Copies

The State requests that four (4) copies of the proposal be submitted to the RFP Coordinator at the address specified. At least 1 copy of the proposal shall contain original signatures; that copy should be clearly marked or differentiated from the other copies of the proposal.

This copy will be retained for incorporation by reference in any contract resulting from this RFP.

The proposal must be signed by those company officials or agents duly authorized to sign

proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted.

4.4 Cover Letter

A cover letter should be submitted on the proposer's official business letterhead explaining the intent of the proposer.

4.5 Proposal Format

Proposer should submit a proposal as specified in Attachment II which shall include enough information to satisfy evaluators that the Proposer has the appropriate experience, and qualifications to perform the scope of services as described herein. Proposer should respond to all areas requested.

4.6 Certification Statement

The proposer must sign and submit the Certification Statement shown in Attachment III.

5.0 EVALUATION AND SELECTION

5.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the State, which will determine the proposals most advantageous to the state.

5.2 Administrative and Mandatory Screening

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance will be rejected from further consideration.

5.3 Oral Presentations/ Virtual Interview

The State, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation/virtual interview of how it proposes to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation/virtual interview, if any, will be considered binding. These oral presentations/interviews will enhance the understanding of the proposals and the proposals will be rescored based on the same criteria of 5.4

5.4 Evaluation and Review

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal and presentation/interview scoring. The evaluations will be conducted according to the following:

The Evaluation Team will evaluate and score the proposals using the criteria and scoring specified in the following table:

Criteria	Maximum Score
1. Approach and Methodology	25
2. Experience	20
3. Staff Qualifications	20
4. Cost	25
5. Hudson/Veteran Small Entrepreneurship Program	10
Total Score	100

Approach and Methodology

The proposal should support the philosophy and goals of the Supplemental Course Academy with the necessary business structure and staff to professionally address the needs of Louisiana school staff, families and students. The end result of the Counselors Assistance Center staff efforts must help “Louisiana students achieve ambitious academic and job readiness goals, while contributing to the state’s policy goal of preparing our students to obtain post-secondary degrees and high-quality, high-wage 21st Century careers.” The approach and methodology employed may vary, but the end results must remain.

Experience

Counselors Assistance Center (CAC) counselors’ experience in elementary, middle, and/or high school coursework is essential. Use of professional and confidential skillsets at each level will guide school staff, families, and students in timely registration, accurate selection of coursework and, ultimately, meeting one or more of the Supplemental Course Academy goals. First-hand experience of school operations and accumulation of knowledge of LDE bulletins regarding coursework, prerequisites, Carnegie units, graduation plans, as well as serving students with exceptionalities, etc. is essential to a CAC counselor.

Staff Qualifications

Louisiana school counselors are required for direct work with district/school staff, families, and students. Professionalism and confidentiality are required. Problem solving and following protocol are necessary. Active membership/involvement in professional school counseling organization(s) is desirable.

Office staff (if applicable) that is likewise professional and confidential is complimentary to achieving the State’s program goals. Efficiency in planning and problem-solving among staff will result in high quality service to Louisiana districts, families, and students.

Cost

All costs and expenses shall be factored into an hourly rate per counselor. Counselors shall be paid the contracted hourly rate not to exceed \$50/hr. for each hour of services provided. No hourly rate exceeding \$50/hr. will be accepted.

Each proposer will receive a cost score computed as follows:

$$CS = (LPC/PC*25)$$

Where:

CS = Computed cost score for Proposer

LPC = Lowest proposed cost of all Proposers

PC = Proposer's cost

Hudson/Veteran Small Entrepreneurship Program

Scoring consideration will be awarded if one or more certified Veteran or Hudson Initiatives small entrepreneurship participate as subcontractors.

The Evaluation Team will compile the rubric scores and make a recommendation to the head of the agency on the basis of highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

5.4.1 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurship to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

5.5 Announcement of Contractor

The State will notify the successful proposer/s and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any contractor aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 days after the award has been announced by the agency.

The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

6.0 CONTRACTOR REQUIREMENTS

6.1 *Corporation Requirements*

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

6.2 *Billing and Payment*

The payment schedule for each year shall be monthly, based upon a payment schedule submitted by the contractor and approved by the State. Payment shall be made upon receipt of invoices and approval of the State Coordinator. The Contractor must use the standard Louisiana Department of Education Professional Service Billing Form for invoicing purposes. This payment schedule will be adhered to for each successive year of the project, subject to the legislative funding contingency as noted elsewhere in this RFP.

- The Contractor shall be required to invoice monthly, with an itemized list of the facilities where services were provided, the names and number of hours each counselor worked at each facility, and a description of the service provided, Including the name of the site or individual assisted, including contact information as applicable.

6.3 *Confidentiality*

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed

by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the Louisiana Department of Education.

ATTACHMENT I

SCOPE OF SERVICES

FUNCTIONAL AND TECHNICAL REQUIREMENTS

1. Overview

The Supplemental Course Academy Counselors Assistance Center (CAC) provides information, professional academic advice and technical assistance to those seeking enrollment in the Louisiana Supplemental Course Academy for themselves, their students, or children. Counselors also assist the LDE in gathering/confirming essential information on student enrollment and engagement and daily functioning of the Supplemental Course Academy.

2. Tasks and Services

- Support professional school administrators/counselors, families, and students on the following:
 - Understanding Supplemental Course Academy guidelines
 - Utilizing the Supplemental Course Academy Registration System
 - Understanding and advising on various course offerings from Course Providers
 - Helping match students with appropriate Supplemental Course Academy offerings
 - Providing user feedback on the Supplemental Course Academy Registration System
 - Problem solve issues such as but not limited to Bulletin 132, appropriate course selection, technology, and registration
- Support participating students by considering and selecting appropriate courses that keep them progressing academically towards an on-time or early graduation
- Administering the Supplemental Course Academy Registration System, including providing any oversight and/or feedback required by the system/developer

3. Deliverables

- Attend required professional development/training
- Support students, families, and school counselors in utilizing the Supplemental Course Academy Registration system via the CAC.
- Facilitate training to professional school counselors as needed on utilizing the Supplemental Course Academy Registration System
- Report (daily/weekly) on issues including, but not limited to:
 - The cooperation and effectiveness of district and school staff, including counselors
 - The percentage of successful registrations versus unsuccessful registrations
 - The number of students and families needing additional assistance beyond that of the school counselor
 - Student participation in the Supplemental Course Academy

- Student engagement in online coursework
- Provider incidences where students/districts are involved
- Special incident resolution as assigned by LDE Supplemental Course Academy staff

4. Functional Requirements

- Each consultant operates remotely with a laptop and cell phone
- Connectivity reliability is essential
- Wireless internet and separate cellular phone number dedicated to Supplemental Course Academy CAC
- Accessibility to LDE staff and communications is reliable
- Consultant availability must be during typical school hours (7:30am – 3:00 pm) with noted peak CAC needs during registration (March – June) and the start of the school year (August-October)
 - Currently registration period is for both semesters, but may be subject to change within the RFP period
- Off peak times may result in rotational schedules to staff the CAC center

5. Technical Requirements

- Each consultant required to have hardware according to LDE specifications.
- Each consultant required to have wireless internet and separate cellular phone number dedicated to Supplemental Course Academy CAC.
- Each consultant will need access to scanner or fax to submit reports and forms in a timely manner.

6. Project Requirements

- Single proposer may serve as counselor, business owner, record keeper, billing/payments, etc. subject to same requirement as business applicant (below)
- Business proposer may have multiple counselors employed with a business staff to oversee record keeping, billing/payments, and supervision of:
 - Daily CAC work assignments
 - Off peak CAC rotational work assignments
 - Daily/monthly record keeping and submissions to Supplemental Course Academy LDE staff
 - Completion of special incidence reports (time bound)
 - Availability of communication within one business day

Professional development and updates for CAC staff will be scheduled periodically via face-to-face and/or virtual meetings.

7. Cost

The contractor shall be paid the contracted hourly rate, not to exceed \$50/hr. for each hour of service provided.

ATTACHMENT II

PROPOSAL INFORMATION

The format for proposal submitted should include the following sections, addressing as many of the stipulations as apply. Provide justification when there are exceptions to the stipulations.

1. Executive Summary

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of 90 days from the date of submission. This section should also include a summary of the proposer's qualifications and ability to meet the State agency's overall requirements.

It should include a positive statement of compliance with the contract terms. If the proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied. The proposer must address the specific language in Attachment IV and submit whatever exceptions or exact contract modifications that their firm may seek to the sample contract. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

2. Corporate Background and Experience

The proposer should give a brief description of their company, including a brief history, corporate structure and organization, number of years in business, and copies of their latest financial statement, preferably audited.

This section should provide a detailed discussion of the proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract

3. Proposed Project Staff

The proposer should provide detailed information about the experience and qualifications of the proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities, and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, his/her planned level of effort, his/her anticipated duration of involvement, and his/her on-site availability. Customer references (name, title, company name, address and telephone number) should be provided for the cited projects in the individual resumes.

4. Approach and Methodology

Proposer's understanding of the nature of the project and how his/her proposal will best meet the needs of the state agency.

Proposer should define his/her functional approach in providing the services.

Proposer should define his/her functional approach in identifying the tasks necessary to meet requirements.

Describe the approach to Project Management and Quality Assurance.

Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, staffing.

For IT Projects:

Proposer should define his/her ability to work within designated office systems and trouble shoot while working remotely. Include strategy for project team organization and task assignments to get information to the State while maintaining self-sufficiency in the field.

Proposer should explain how each Task and Service will be performed (this should take into account use of tools, technologies, etc.)

5. Cost Information

Provide the total cost (inclusive of travel and all project expenses).

6. Administrative Information

1. Provide a completed Certification Statement as shown in Attachment III, Part B.
2. Discuss any suggested revisions to non-mandatory terms and conditions from Attachment IV, Consulting Services Contract.

ATTACHMENT III CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requires that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly):

Date: _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: (____) _____

C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
- (4) Proposer's quote is valid for at least 90 days from the date of proposer's signature below;
- (5) Proposer understands that if selected as the successful Proposer, he/she will have _____ business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document. (Agency insert number of days to correspond to same number referenced in RFP section number 3.12 Contract Award and Execution.)
- (6) Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT IV

<p style="text-align: center;">STATE OF LOUISIANA DEPARTMENT OF EDUCATION CONTRACT</p>

BE IT KNOWN, the Department of Education, Office of Content, of the State of Louisiana (hereinafter sometimes referred to as *State*) and _____ (*Contractor's name and legal address, including zip code*) (Hereinafter sometimes referred to as *Contractor*) do hereby enter into contract with funds provided by the program entitled, _____, under the following terms and conditions. (If Federal program, provide the Catalog of Federal Domestic Assistance Number. _____.)

1. Scope of Services

Contractor hereby agrees to furnish the following services: *(If the Scope of Services is lengthier than will fit here, it may be attached separately.)*

- *Specific goals and objectives:*
- *Deliverables:*
- *Performance Measures: (that are quantifiable and time-bound)*
- *Monitoring Plan: (for adherence to contract requirements and completion of work)*

(Contracts that do not include each of these requirements will be returned to the respective Office without action.)

2. Payment Terms

In consideration of the services described above, State hereby agrees to pay the Contractor a maximum fee of \$_____. Payment will be made only on approval of _____(program coordinator)-. The Contractor must use the standard Louisiana Department of Education Professional Service Billing Form for invoicing purpose.

Contracts where services are completed by June 30 must submit invoices no later than July 15. Due to funding constraints, funding may be unavailable for payment of services if invoices are not received by this date.

If progress and/or completion to the reasonable satisfaction of the agency is obtained, payments are scheduled as follows:

Payments will be monthly based on consultant contact log hours at an hourly rate of \$ _____.
(Include payment terms here. Payments must be tied to completed deliverables or an approved budget)

- Total amount of contract is \$ _____

3. Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be the Contractor's obligation and identified under Federal tax identification number _____ (or Social Security No.).

4. Termination for Cause

The State may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, provided that the State shall give the Contractor

written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice the Contractor shall not have both corrected such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract, provided that the Contractor shall give the State written notice specifying the State's failure. The State has the right to cancel this contract in less than thirty (30) days due to budgetary reductions and changes in funding priorities by the State.

5. Termination for Convenience

The State may terminate the contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

6. Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 thru 1526.

7. Ownership

Any records, reports, documents, materials, or products created or developed under this contract shall be the property of the State. Any work undertaken by Contractor pursuant to this contract shall be work made for hire, and the Contractor hereby transfers and assigns to the State any intellectual property rights, including but not limited to the copyright, in and to any records, reports, documents, materials or products created or developed by Contractor in connection with the performance of this contract. No records, reports, documents, materials or products created or developed under this contract can be distributed free or for profit without explicit written approval from the Louisiana Superintendent of Education.

If the contract is 8(g) funded, all provisions of this ownership clause apply except that upon termination or at the completion of 8(g) funding for a project/program, the Louisiana Board of Elementary and Secondary Education (BESE) may approve a Contractor's request to retain equipment purchased with 8(g) funds based on the Contractor's assurance that the equipment will be used for educational enhancement.

8. Assignment of Contract

No Contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

9. Right to Audit

It is hereby agreed that the Louisiana Department of Education Internal Auditors, Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or other auditors representing State or federal government shall have the option of auditing all accounts or records of Contractor which relate to this contract. All copies of audits must be forwarded to the Louisiana Department of Education's Internal Audit section.

10. Term of Contract

This contract shall begin on July 1, 2014 and shall terminate on June 30, 2017, contingent upon successful annual evaluation. The effective date of this contract may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date. If either party informs the other that an extension of this contract is deemed necessary, an amendment may be prepared by State and forwarded to the other party for appropriate action by the other party, and said amendment is to be returned to State with appropriate information and signatures not less than fifteen (15) days prior to termination date. Upon receipt of the amendment, it will be forwarded to the necessary authorities for their approval.

Notwithstanding the foregoing, in no event shall the total term of this contract, including extensions hereto, be for a period of more than three (3) years.

11. Fiscal Funding

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

This contract is not effective until approved by the department or by the Director of the Office of Contractual Review in accordance with La. R.S. 39:1502. It is the responsibility of the Contractor to advise the agency in advance if contract funds or contract terms may be insufficient to complete contract objectives.

12. Discrimination Clause

Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; Federal Executive Order 11246; the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975. Contractor also agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

13. Reporting Income to State-Funded Retirement Systems

If the Contractor is receiving benefits from any State-funded retirement system, the Contractor is responsible for fully disclosing to the State, on or before the effective date of this contract, the existence and amount of such benefits and the date(s) of retirement. Failure by the Contractor to so disclose, or failure to disclose truthfully or accurately, will be grounds for placing the Contractor in default.

If said failure results in the State being liable to any State-funded retirement system for penalties, interest, or repayment of benefits, the Contractor shall be liable to the State for repayment of such amounts.

14. Compliance Statement

The State's designated contract monitor has reviewed this contractual and/fiscal commitment and certifies that the proposed expenditure complies with all applicable federal and State laws and regulations and the BESE's policies. The designated monitor is aware that he/she is subject to disciplinary or appropriate legal action if their assurance is knowingly in violation of public laws or the BESE's policies.

15. Debarment and Suspension Clause

Contractor receiving individual awards hereby certifies that the organization and its principals are not suspended or debarred from any Federal or State program.

16. FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

17. APPLICABLE LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

18. CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et seq., Code of Governmental Ethics) applies to the Contracting Party in the Performance of services called for in this contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

19. SEVERABILITY

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared severable.

20. CONFIDENTIALITY

This contract is entered into by Contractor and the Department in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1231(g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, et seq., (IDEA). Contractor hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to FERPA and IDEA. Contractor agrees not to re-disclose any such personally identifiable information without the prior written consent of the student's parent or the student, in the case of students who have reached the age of majority, or unless re-disclosure is otherwise authorized by law. Contractor agrees to return all documents deemed confidential pursuant to FERPA and/or IDEA to the Department at the conclusion of this contract.

21. COLLECTION FEES

If Contractor invoices the State, and State pays Contractor, for work not done or for work not done in accordance with this contract, or if the State for any reason pays Contractor any amount not actually owed by State to Contractor pursuant to this contract, or if Contractor owes money to the State for any reason whatsoever as a result of this contract, the State may refer this matter to the Louisiana Attorney General for collection. If the State does refer this matter to the Louisiana Attorney General, Contractor agrees to pay, in addition to the debt owed to the State, the State's reasonable attorney's fees, up to a maximum fee of thirty-three and one-third percent (33 1/3%) of Contractor's debt.

22. JURISDICTION, VENUE AND GOVERNING LAW

Exclusive jurisdiction and venue for any and all suits between the State and Contractor arising out of, or related to, this contract shall be in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana. The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this contract.

23. COMPLETE CONTRACT

This is the complete contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any Statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This contract shall become effective upon final statutory approval.

24. ORDER OF PRECEDENCE

This contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the proposal.

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the day, month and year first written below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this ____day of _____
month, year

STATE AGENCY’S SIGNATURES:

Assistant Superintendent

Deputy Superintendent for
Management and Finance

Deputy Superintendent of Education

State Superintendent of Education

President, State Board of
Elementary and Secondary Education

WITNESSES’ SIGNATURES

CONTRACTOR’S SIGNATURE

By: _____

Telephone: _(____)_____

Attachment V

APPENDIX

- Act 2/HB 976 - Legislation enabling Supplemental Course Academy
<http://www.legis.la.gov/legis/ViewDocument.aspx?d=793655>
- Board of Elementary and Secondary Education (BESE) bulletins:
<http://bese.louisiana.gov/documents-resources/policies-bulletins>
132 Louisiana Supplemental Course Academy (F/K/A Course Choice)
741 Louisiana Handbook for School Administrators
1706 Children with Exceptionalities Act
1903 Louisiana Dyslexia Law
- Supplemental Course Academy (CC) webpage, catalogs, webinar resources
LDE Webpage - <http://www.louisianabelieves.com/courses/course-choice>
Webinar Library - <http://www.louisianabelieves.com/resources/library/webinars>
- Career and Technical Education and Dual Enrollment -
<http://www.louisianabelieves.com/courses/career-education>
- Jump Start-Career Education <http://www.louisianabelieves.com/courses/jump-start-career-education>

Career Clusters and Pathways <http://www.louisianabelieves.com/docs/course-choice/overview---career-clusters-and-career-pathways.pdf?sfvrsn=2>
- Advanced Placement (AP) –
<http://www.louisianabelieves.com/courses/advanced-placement>
- Louisiana Office of Financial Student Assistance (LOFSA) <http://www.section508.gov/#>
http://www.osfa.state.la.us/about_LOSFA_banner_nav.htm

Information Regarding Serving All Students

- Section 508 of the Rehabilitation Act
<http://www.section508.gov/#>
- Accessible Instructional Material (AIM)
<http://www.atanswers.com/aim-pages/aim-home>
<http://aim.cast.org/>
- Louisiana Assistive Technology Initiative
<http://lati.wikispaces.com/>
- National Center on Universal Design for Learning (UDL)
<http://www.udlcenter.org/>
<http://www.udlcenter.org/sites/udlcenter.org/files/guidelines.pdf>
<http://cast.org/index.html>